

**AGREEMENT**  
**BY AND BETWEEN**  
**KING COUNTY**  
**AND**  
**OFFICE PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8**  
**REPRESENTING EMPLOYEES IN**  
**PUBLIC HEALTH**  
**SEATTLE & KING COUNTY**

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1 **PREAMBLE**

2           These articles constitute an agreement, the terms of which have been negotiated in good faith  
3 between King County (hereinafter referred to as the Employer) and the Office and Professional  
4 Employees International Union Local 8 (hereinafter referred to as the Union) representing employees  
5 in Public Health-Seattle and King County (hereinafter referred to as the Health Department). This  
6 Agreement shall be subject to approval by ordinance by the County Council of King County,  
7 Washington.

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1 **PURPOSE**

2           The intent and purpose of this Agreement is to promote the continued improvement of the  
3 relationship between the Employer and its employees by providing a uniform basis for implementing  
4 the representation rights of public employees. It sets forth in writing the negotiated wages, hours and  
5 other working conditions of such employees in appropriate bargaining units provided the Employer  
6 has authority to act on such matters. The objective of this Agreement is to promote cooperation  
7 between the Employer and its employees. This Agreement and the procedure which it establishes for  
8 the resolution of differences is intended to contribute to the continuation of good employee relations.

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1 **ARTICLE 1: UNION MANAGEMENT RELATIONS**

2 ***Section 1.1. Union Recognition:*** The Employer agrees to recognize the Union as the sole  
3 collective bargaining agent for all full-time regular, part-time regular, and temporary Dental  
4 Assistants, and Dental Hygienists employed by the Health Department, as referenced in the attached  
5 wage schedule marked “Addendum A,” excluding all supervisory and confidential employees.

6 ***Section 1.2. Union Coverage:*** The Employer shall notify the Union within thirty (30) days  
7 of the establishment of any new classification in the Dental Program of the department. Upon  
8 request from the Union, the Employer shall consult with the Union as to the appropriateness of  
9 including any new classification in the bargaining unit. Inclusion or exclusion from the bargaining  
10 unit, absent Agreement, shall be subject to a decision of the Public Employment Relations  
11 Commission. The Union and the Employer shall negotiate over the rate of pay for all new  
12 classifications in the bargaining unit.

13 ***Section 1.3. Union Security and Membership:*** It shall be a condition of employment that all  
14 employees covered by this Agreement who are members of the Union in good standing on the  
15 effective date of this Agreement shall remain members in good standing and those who are not  
16 members in good standing on the effective date of this Agreement, shall on the thirtieth (30th) day  
17 following the effective date of this Agreement, become and remain members in good standing in the  
18 Union or pay an agency fee to the union to the extent required by law. It shall also become a  
19 condition of employment that all employees covered by this Agreement and hired or assigned into the  
20 bargaining unit on or after the effective date shall, on the thirtieth (30th) day following the beginning  
21 of such employment, become and remain members in good standing in the Union or pay an agency  
22 fee to the union to the extent required by law.

23 ***Section 1.4.*** Nothing in this Article shall require an employee to join the Union who has bona  
24 fide religious beliefs which would prohibit the payment of dues and/or initiation fees to union  
25 organizations, in which case an amount of money equivalent to regular Union dues and initiation fee  
26 shall be paid to a non-religious charity mutually agreed upon by the employee affected and the  
27 bargaining representative to which such employee would otherwise pay the dues and initiation fee.  
28 The employee shall every thirty (30) days furnish proof that such payment has been made.

1           **Section 1.5.** A temporary employee shall pay to the Union, in lieu of the Union membership  
2 dues under Section 1.3., a service fee in an amount equal to the Union’s regular monthly dues  
3 uniformly required of regular Department employees uniformly required for bargaining unit  
4 members.

5           **Section 1.6. Rosters:** Every six (6) months, upon request by the Union, the Employer shall  
6 send the Union a list of all employees covered by this Agreement and include their name, address,  
7 classification, rate of pay, hours worked, FTE status, and hire date.

8           **Section 1.7.** In the event an employee fails to apply for or maintain his/her membership in the  
9 Union or pay agency fees as required, the Union may give the Employer notice of this fact. Within  
10 twenty (20) days after receipt of such notice, if the employee has not obtained membership in the  
11 Union, the services of such employee shall be terminated by the Employer.

12           **Section 1.8. Union Insignia:** Employees who are members of the Union in good standing  
13 shall be permitted to wear, during work hours, any type of Union insignia prescribed by their  
14 international or local organization. The wearing of such insignia by a Union member shall not be  
15 cause for discipline. This provision shall not excuse an employee from following any departmental  
16 dress code.

17           **Section 1.8.(a). Dues Deduction:** The Employer agrees to deduct from the pay check of  
18 each employee who has authorized it, the regular monthly dues uniformly required of members of the  
19 Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees  
20 involved. Authorization by the employee shall be on a form approved by the parties hereto and may  
21 be revoked by the employee upon request. The performance of this function is recognized as a  
22 service to the Union by the Employer.

23           **Section 1.9. Bulletin Boards:** The Health Department shall provide bulletin board space for  
24 the posting of Union-related material in areas accessible to bargaining unit members; provided,  
25 however, that said space shall not be used for notices which are political in nature. All material  
26 posted shall be officially identified as authorized for posting by the Union and a copy of all material  
27 to be posted will be provided to the Health Department Personnel Manager prior to or concurrent to  
28 posting. All material shall have an expiration date listed; once that expiration date has been reached

1 said material may be removed by the Employer.

2           **Section 1.9.(a). Hold Harmless:** The Union shall indemnify, defend, and hold the Employer  
3 harmless against any and all claims made and against any and all suits instituted against the  
4 Employer arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the  
5 Employer under Sections 1.3. and 1.5 and 1.8 of this Article.

6           **Section 1.9.(b). Union Notification:** Within ten (10) days from assignment of any employee  
7 for regular employment, the Employer shall forward the Union a completed membership application  
8 form signed by that employee. The Employer shall notify the Union promptly of all employees  
9 leaving its employment.

10           **Section 1.10. Visitation:** An authorized Union representative may visit the work location of  
11 employees covered by this Agreement for the purpose of investigating grievances and observing  
12 working conditions. The visits shall not interfere with or disturb employees in the performance of  
13 their work nor interfere with the delivery of patient care. The Union shall notify the Employer of  
14 such visits in advance. Except as may be provided in other provisions of this Agreement, department  
15 work hours shall not be used by employees for the conduct of Union business or the promotion of  
16 Union affairs (e.g., conduction of elections and other internal Union business).

17           The Union shall provide the department head and the Director of Human Resources Division,  
18 Department of Executive Services a written list of the names of all authorized Union staff  
19 representatives; said list shall be kept current by the Union. Access to work locations shall only be  
20 granted to Union staff representatives on the current list.

21           **Section 1.11. Shop Steward:** The Employer agrees to recognize employees appointed and  
22 identified by the Union to be Shop Stewards. Upon notification to a designated supervisor or officer,  
23 a Shop Steward may, if requested by the grievant, initiate grievances and attend grievance meetings  
24 on work time. The Shop Steward's work shall not be unreasonably disrupted because of his  
25 participation in grievance matters.

1 **ARTICLE 2: DEFINITIONS**

2 ***Section 2.1. Probationary Employee:*** Newly hired employees in a regular career service  
3 position shall serve a six(6) month probationary period. Probationary employees will be evaluated at  
4 least quarterly. The probationary period is the period of time prior to the final step in the competitive  
5 screening process for career service. Advancement through steps on the salary range will be as  
6 provided in Article 9.3. Following completion of probation employees will be evaluated annually.  
7 Probationary employees are temporary employees and excluded from Career Service under Section  
8 550 of the King County Charter.

9 ***Section 2.2. Full-Time Regular Employees:*** “Full-time regular employee” means an  
10 employee employed in a full-time regular position and, for full-time career service positions, is not  
11 serving a probationary period.

12 ***Section 2.3. Part-Time Regular Employee:*** “Part-time regular employee” means an  
13 employee employed in a part-time regular position and, for part-time career service positions, is not  
14 serving a probationary period. Under Section 550 of the charter, such part-time regular employees  
15 are members of the career service.

16 ***Section 2.4. Part-time and Temporary Employees:*** “Part-time and temporary employee”  
17 means an other than a regular position in which the part-time or temporary employee is employed  
18 less than half time, that is less than nine hundred ten hours in a calendar year in a work unit in which  
19 a thirty-five hour work week is standard or less than one thousand forty hours in a calendar year in a  
20 work unit in which a forty-hour work week is standard, except as provided elsewhere in this chapter.  
21 Where the standard work week falls between thirty-five and forty hours, the manager, in consultation  
22 with the department, is responsible for determining what hour threshold will apply. Part-time  
23 position excludes administrative intern.

24 The Employer agrees that it will not use temporary and part-time employees to supplant  
25 regular positions. Part-time and temporary employees (temporary or extra-help employees) shall be  
26 exempt from all provisions of this Agreement except for Section 1.4.(a)., Section 2.4. and Article 11,  
27 Grievance Procedure; provided however, Employees shall be covered by the Grievance Procedure  
28 solely for the purposes of adjudicating grievances relating to Section 1.4.(a)., Section 2.4. and Article

1 11 of this Agreement.

2 **Section 2.5. Temporary Employees Pay:** Temporary Employees (other than term-limited  
3 temporary employees) are not entitled to holidays, sick leave, bereavement leave or other paid leaves,  
4 or health care benefits.

5 Part-time and temporary employees, other than probationary, provisional and term-limited  
6 temporary employees, who exceed 1040 hours worked in a calendar year shall receive compensation  
7 in lieu of leave benefits at the rate of 15% of gross pay for all hours worked, paid retroactive to the  
8 first hour of employment and for each hour worked thereafter. The employee will also receive a one-  
9 time only payment in an amount equal to the direct cost of three months of insured benefits, as  
10 determined by the Human Resources Division Director, Department of Executive Services, and, in  
11 lieu of insured benefits, an amount equal to the direct cost to the Employer for each employee for  
12 whom insured benefits are provided, prorated to reflect the affected employee's normal work week,  
13 for each hour worked thereafter. Such additional compensation shall continue until termination of  
14 employment or hire into a full-time regular, part-time regular or term-limited position. Further,  
15 employees receiving pay in lieu of insured benefits may elect to receive the medical component of  
16 the insured benefit plan, with the cost to be deducted from their gross pay; provided, that an  
17 employee who so elects shall remain in the selected plan until termination of employment, hire into a  
18 full-time regular, part-time regular, or term-limited position, or service of an appropriate notice of  
19 change or cancellation during the employee benefits annual open-enrollment.

20 Part-time and temporary employees, other than probationary, provisional and term-limited  
21 temporary employees, who exceed the applicable threshold will also be eligible for cash in lieu of the  
22 bus pass benefit provided to regular employees. The value will be determined based on the average  
23 annual cost per employee as determined in the adopted budget, prorated to an hourly equivalent  
24 based on the employee's normal work week, and will be paid retroactive to the first hour worked and  
25 for each hour worked thereafter until termination of employment or hire into a full-time regular, part-  
26 time regular, or term-limited position.

27 **Section 2.6. Temporary Employee Step Placement:** Temporary employees shall be paid at  
28 Step 1 of the pay range or higher, depending on individual qualifications and work experiences as

1 approved by the department for the job classifications contained in Addendum A.

2 ***Section 2.7. Term-Limited Temporary:*** “Term-limited temporary employee” means a  
3 temporary employee who is employed in a term-limited temporary position. Term-limited temporary  
4 employees are not members of the career service.

5 Term-limited temporary employees may not be employed in term-limited temporary positions  
6 longer than three years beyond the date of hire, except that for grant-funded projects, capital  
7 improvement projects, and information systems technology projects the maximum period may be  
8 extended up to five years upon approval of the Human Resources Division Director, Department of  
9 Executive Services.

10 Term-limited employees shall receive paid leave and insurance benefits the same as a full-  
11 time regular and part-time regular employee.

1 **ARTICLE 3: NON-DISCRIMINATION**

2           The Employer and the Union agree that they will not discriminate against any bargaining unit  
3 member with respect to compensation, terms, conditions or privileges of employment by reason of  
4 race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin,  
5 disability, Union activity, or military service. Both parties agree personnel actions may be taken to  
6 accommodate disabilities as may be required under the American with Disabilities Act (ADA) and  
7 Washington Law Against Discrimination.

8           Complaints or charges under this Article shall be pursued through appropriate equal  
9 employment opportunity agencies of the federal, county, city or state rather than through the contract  
10 grievance procedure.

1 **ARTICLE 4: EMPLOYMENT PRACTICES**

2 ***Section 4.1. Discipline:*** Regular career service employees may be disciplined or discharged  
3 for just cause, which includes the concept of progressive discipline. The type and level of  
4 disciplinary action will be determined by the nature and severity of the behavior and/or performance  
5 leading to disciplinary action. In cases of suspension or discharge, the specified charges and  
6 duration, where applicable, of the action shall be furnished to the employee in writing prior to the  
7 effective date of the action except in emergency situations. A copy of said notice shall be sent to the  
8 Union.

9 Employees shall have the right to the attendance of a Union representative at disciplinary  
10 and/or investigatory meetings. If the employee requests Union representation at such a meeting, the  
11 employee shall notify the Employer and shall be provided reasonable time to arrange for a  
12 representative to be present. If the employer has not informed the employee prior to the meeting of  
13 the meeting's purpose and of the employee's right to have a representative present, the employee  
14 may request adjournment for a reasonable time period until a representative can be present.

15 ***Section 4.2. Personnel Files:*** The employees covered by this Agreement may examine their  
16 personnel files in the Health Department's personnel office in the presence of the Health Department  
17 Personnel Manager or a designee. Upon request, employees may receive a copy of any materials in  
18 their file. Employees shall be notified of any materials related to disciplinary actions to be placed in  
19 their personnel files. Employees shall be given an opportunity to provide a written response to any  
20 written evaluations, disciplinary actions, or any other material to be included in the personnel file.

21 ***Section 4.3. Employer Policies:***

22 ***Section 4.3.(a).*** All written Health Department policies and procedures addressing working  
23 conditions specified in this Agreement for employees covered by this Agreement shall be furnished  
24 to the Union. If conditions allow, the Employer will attempt to give the Union at least two (2) weeks  
25 notice of any such written policies.

26 ***Section 4.3.(b).*** The Union and the Employer agree to bargain the impact of such changes  
27 which are mandatory subjects of bargaining. If any change is a permissive subject of bargaining, the  
28 Employer agrees to bargain the effects of such change. This Section 4.3.(b). may only be grieved

1 through Step 3 of the grievance procedure outlined in this Agreement.

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1 **ARTICLE 5: HOURS OF WORK**

2 ***Section 5.1. Workweek/Workday:*** For regular full-time employees, eight (8) hours shall  
3 constitute a normal day's work and forty (40) hours in any one week, between the hours of 7:00 A.M.  
4 and 6:00 P.M., and five (5) consecutive days, shall constitute a normal workweek.

5 ***Section 5.1.(a).*** It is understood that the Employer may change the workweek/workday of  
6 any job where the workweek/workday no longer meet the requirements of the work flow. The  
7 Employer and the Union agree to meet to negotiate the effects of such a change if the Union so  
8 requests.

9 ***Section 5.1.(b).*** The Employer agrees to notify the Union in advance of a significant work  
10 schedule change, and to negotiate the effects of such change if the Union so requests.

11 ***Section 5.2. Meal and Break Periods:*** It is the policy and goal of the County that each eight  
12 (8) hour workday shall include one required unpaid meal period of at least thirty (30) minutes  
13 approximately midway through the shift, and two (2) required paid break periods of fifteen (15)  
14 minutes each. One additional paid break period of fifteen (15) minutes may be taken during each  
15 three (3) hour overtime period. Where the nature of the work allows employees to take intermittent  
16 rest periods equivalent to 15 minutes for each four-hour period worked, scheduled rest periods are  
17 not required. Employees required to remain in the workplace during their meal period shall be paid.

18 ***Section 5.2.(a). Thirty*** (30) days advance notice shall be afforded employees when non-  
19 emergency involuntary permanent schedule changes are mandated by the Employer.

20 ***Section 5.3. Overtime:*** All time worked in excess of forty (40) hours in one week shall be  
21 considered overtime paid for at the rate of one and one-half (1-1/2) times the regular rate of pay. All  
22 overtime requires prior authorization by the Employer.

23 Employees required to work four (4) or more hours beyond their regular shift shall be  
24 provided a meal allowance consistent with County policy. Where unique situations develop  
25 requiring the need for Employees to work overtime at their applicable work site, if possible, such  
26 unique overtime will be assigned on the basis of Seniority at their applicable work site. A unique  
27 overtime situation shall not include the need for an Employee to remain in the workplace beyond  
28 their normal schedule in order to complete work on a patient or a series of patients.

1           **Section 5.4. Workweek:** Nothing in this Article 5 shall limit the Employer's ability to offer  
2 the Employee an alternative work schedule or the Employer to consider Employee requests for same.  
3 Once an alternative work schedule is established, changes shall be subject to the provisions of Article  
4 5.1.(b). Alternative work schedules shall include, but are not limited to the following:

- 5                   1. flextime work schedule, and
- 6                   2. A 4/40 work schedule.

7           The following conditions shall apply with regard to a 4/40 work schedule:

8                   **a)** A normal workday may consist of ten (10) hours to be scheduled on four  
9 (4) consecutive days, Monday through Friday. An Employee working a 4/40 schedule on a holiday  
10 shall be paid one and one-half (1-1/2) times the regular rate of pay plus eight (8) hours of holiday pay  
11 at straight time. Upon mutual agreement between the Employee and Employer, a compensatory day  
12 off with eight (8) hours of straight-time pay may be substituted for holiday pay. If a holiday falls on  
13 a regularly scheduled day off or during vacation, an employee shall receive straight-time pay for  
14 eight (8) hours. Employees shall be paid at the rate of one and one-half (1-1/2) times the regular rate  
15 of pay for work beyond ten (10) hours in one day or forty (40) hours in a workweek.

16                   **b)** A 9/8 alternating workweek schedule - the record keeping timesheet for  
17 this schedule must be one which meets the FLSA standards dividing between two (2) workweeks  
18 mid-shift on the fifth (5th) day of work which is either eight (8) hours or one day off.

19           **Section 5.5. Call-In Pay:** Should an employee be called in to work on a scheduled day off or  
20 after normal working hours, the employee shall receive not less than two (2) hours pay at the  
21 applicable overtime rate. An employee shall be deemed to have been called in only when the  
22 employee receives notice of work after having left the work site. If an employee receives such notice  
23 of work before leaving the worksite, but after the end of the preceding regular shift, the employee  
24 shall be deemed to have worked continuously.

25           **Section 5.6. Incident Weather:** Should weather conditions prevent an employee from  
26 reporting to work the following shall apply:

27                   1. Employees shall notify their supervisors as soon as they are aware they are unable  
28 to report for work.

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2. Employees may request and supervisors may approve the use of compensatory time, vacation time, or leave without pay to cover time loss due to inclement weather.

3. Sick leave may not be used to cover time loss due to inclement weather.

4. Upon approval by the Employer, employees may report to work at another work facility closer to their residence in the event of inclement weather.

1 **ARTICLE 6: HOLIDAYS**

2 ***Section 6.1. Holidays Observed:*** The following days or days in lieu thereof shall be  
3 recognized as holidays without salary deduction:

4

|                                     |                             |
|-------------------------------------|-----------------------------|
| 5 New Year's Day                    | January 1                   |
| 6 Martin Luther King Jr.'s Birthday | Third Monday in January     |
| 7 President's Day                   | Third Monday in February    |
| 8 Memorial Day                      | Last Monday in May          |
| 9 Independence Day                  | July 4                      |
| 10 Labor Day                        | First Monday in September   |
| 11 Veteran's Day                    | November 11                 |
| 12 Thanksgiving Day                 | Fourth Thursday in November |
| 13 Day after Thanksgiving           | Friday after Thanksgiving   |
| 14 Christmas Day                    | December 25                 |

15 ***Section 6.2. Holiday Pay***

16 ***Section 6.2.(a). Personal Holidays:*** Each employee shall receive two (2) additional personal  
17 holidays to be administered through the vacation plan. These days can be used in the same manner as  
18 any vacation day earned.

19 ***Section 6.2.(b). Holiday Pay Qualification:*** An employee must be in paid status on the day  
20 prior to and the day following a holiday to be eligible for holiday pay.

21 ***Section 6.2.(c). Work on a Holiday:*** Work performed on holidays shall be paid at one and  
22 one half (1-1/2) times the regular rate in addition to the regular holiday pay (i.e., double time and one  
23 half (2-1/2).)

24 ***Section 6.2.(d). Holidays falling on Saturday:*** shall be observed the preceding Friday unless  
25 otherwise designated. Holidays falling on Sunday shall be observed the following Monday unless  
26 otherwise designated.

27 ***Section 6.2.(e). Proration of Paid Holidays for Part-time Regular Employees:*** A part-time  
28 regular employee shall receive prorated paid holiday time off (or paid time in lieu thereof) based

1 upon straight time hours compensated during the pay period prior to the pay period in which the  
2 holiday falls.

3           ***Section 6.2.(f). Holiday Pay for Alternative Work Schedules:*** Holiday benefits shall be  
4 based on an eight (8) hour day. Employees scheduled to work an alternative work week shall be  
5 granted no more than ninety-six (96) holiday hours per year. An employee working an alternative  
6 schedule, such as four ten-hour days, during which a holiday occurs shall have the option of  
7 receiving eight (8) hours pay for the holiday pay or adding either accrued compensatory or vacation  
8 time to the 8 hours of holiday pay in order to receive ten (10) hours of pay for the holiday.

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1 **ARTICLE 7: VACATION**

2 ***Section 7.1. Accrual:***

3 ***Section 7.1.(a).*** All benefit eligible employees shall accrue vacation benefits for each hour in  
4 regular pay status exclusive of overtime, according to the following table:

5

| <b>Full Years of Service</b>  | <b>Annual Leave in Days</b> | <b>Annual Leave in Days</b> |
|-------------------------------|-----------------------------|-----------------------------|
| Upon hire through end of Year | 5                           | 12                          |
| Upon beginning of Year        | 6                           | 15                          |
| Upon beginning of Year        | 9                           | 16                          |
| Upon beginning of Year        | 11                          | 20                          |
| Upon beginning of Year        | 17                          | 21                          |
| Upon beginning of Year        | 18                          | 22                          |
| Upon beginning of Year        | 19                          | 23                          |
| Upon beginning of Year        | 20                          | 24                          |
| Upon beginning of Year        | 21                          | 25                          |
| Upon beginning of Year        | 22                          | 26                          |
| Upon beginning of Year        | 23                          | 27                          |
| Upon beginning of Year        | 24                          | 28                          |
| Upon beginning of Year        | 25                          | 29                          |
| Upon beginning of Year        | 26 and beyond               | 30                          |

6 ***Section 7.1.(b).*** Part-time regular employees shall accrue vacation prorated to the number of  
7 hours the employee actually works.

8 ***Section 7.2. Use of Accrued Vacation:***

9 ***Section 7.2.(a).*** Employees eligible for vacation leave may accrue up to sixty days vacation  
10 leave, prorated to reflect their normally scheduled work day. Such employees shall use vacation  
11 leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use  
12 vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave  
13

1 beyond the maximum amount unless the appointing authority has approved a carryover of such  
2 vacation leave because of cyclical workloads, work assignments or other reasons as may be in the  
3 best interests of the Employer.

4 **Section 7.2.(b).** Employees may use accumulated vacation with pay after completing one  
5 thousand forty (1040) hours or six (6) calendar months, whichever occurs first. This provision does  
6 not limit accrued vacation leave for a qualifying event under the Washington Family Care Act.

7 **Section 7.2.(c).** The minimum vacation allowance to be used by an employee shall be one (1)  
8 hour.

9 **Section 7.2.(d).** Upon termination of employment for any reason, employees shall be paid for  
10 all unused vacation.

11 **Section 7.2.(e).** Upon the death of an employee in active employment, pay shall be issued for  
12 any unused vacation.

13 **Section 7.3. Vacation Scheduling:** The County shall arrange vacation time for employees on  
14 such schedules as will least interfere with the functions of the Department but which accommodate  
15 the desires of the employee to the greatest degree possible following clinic site guidelines of vacation  
16 submittal. Employee vacation requests shall be approved or denied in writing within ten (10)  
17 workdays after submission to the Employer. Except in emergencies, scheduled vacation shall not be  
18 denied once approved by the Employer.

19 **Section 7.3 (a).** When two (2) or more employees submit vacation requests simultaneously  
20 and only one (1) request can be approved, the employees will attempt to resolve the matter among  
21 themselves. If it is not resolved, the request of the most senior employee will be approved.

22 **Section 7.4. Vacation Usage Prior to a Leave of Absence:** Employees must use all accrued  
23 vacation prior to beginning a leave of absence without pay for non-medical reasons, unless an  
24 exception is approved by the King County Human Resources Division Director, Department of  
25 Executive Services.

1 **ARTICLE 8: SICK LEAVE**

2 ***Section 8.1. Accrual:*** Sick leave with pay shall be earned by all full-time regular and part-  
3 time regular employees at the rate of 0.04616 hours for each hour in pay status, excluding overtime,  
4 up to a maximum of eight (8) hours per month, twelve (12) days per year. There shall be no  
5 maximum on accrual of sick leave. New employees shall accrue sick leave from date of hire.

6 ***Section 8.2. Use of Accrued Sick Leave:***

7 ***Section 8.2.(a).*** Employees may use accrued sick leave in accordance with applicable federal,  
8 state, any Washington State laws that provide for family medical leave or family care leave and the  
9 King County Code (KCC 3.12.220), including using sick leave for the illness or injury to the  
10 employee, serious illness or injury to spouse, domestic partner or relatives living with and dependent  
11 upon the employee, medical or dental care for the employee, and for maternity or paternity leave. An  
12 employee is entitled to all benefits of this Agreement while using earned sick leave, including the  
13 accrual of sick leave, vacation, holiday pay, retirement, and health and welfare benefits.

14 ***Section 8.2.(b).*** The Health Department Director shall be responsible for proper  
15 administration of the sick leave privilege. Written Department policies for sick leave will be  
16 available to all employees and to the Union. The employee may be required to furnish a certificate  
17 issued by a licensed health care provider or other satisfactory evidence of illness to the appointing  
18 authority for any requested sick leave absences of more than three (3) working days or if abuse of  
19 sick leave is suspected. Abuse of sick leave shall be grounds for disciplinary action.

20 ***Section 8.2.(c).*** If an employee is injured or is taken ill while on paid vacation or  
21 compensatory time off, in order to receive sick leave for that time, s/he shall notify the department  
22 immediately upon return to work. A doctor's statement or other proof of illness or disability, while  
23 on vacation or compensatory time off, must be presented regardless of the number of days involved.

24 ***Section 8.3. Sick Leave Payment:***

25 ***Section 8.3.(a).*** Upon retirement, thirty-five percent (35%) of an employee's unused sick  
26 leave credit accumulation can be applied to the payment of health care premiums, or to a cash  
27 payment at the straight-time rate of pay of such employee in effect on the day prior to his/her  
28 retirement. 2.a. In lieu of the remuneration for unused sick leave at retirement, the manager of the

1 human resources division, or the manager's designee, may, with equivalent funds, provide eligible  
2 employees with a voluntary employee beneficiary association plan that provides for reimbursement  
3 of retiree and other qualifying medical expenses.

4 **Section 8.3.(b).** The manager shall adopt procedures for the implementation of all voluntary  
5 employee beneficiary association plans. At a minimum, the procedures shall provide that:

6 (1) each group of employees hold an election to decide whether to implement a  
7 voluntary employee beneficiary association plan for a defined group of employees. The  
8 determination of the majority of voting employees in a group shall bind the remainder. Elections for  
9 represented employees shall be conducted by the appropriate bargaining representative. Elections for  
10 non-represented employees shall be conducted in accordance with procedures established by the  
11 manager;

12 (2) the manager has discretion to determine the scope of employee groups voting on  
13 whether to adopt a voluntary employee beneficiary association plan. The manager shall consult with  
14 bargaining representatives and elected officials in determining the scope of voting groups;

15 (3) any voluntary employee beneficiary association plan implemented in accordance  
16 with this subsection F.2. complies with federal tax law. Disbursements in accordance with this  
17 subsection F.2. shall be exempt from withholdings, to the extent permitted by law; and

18 (4) employees shall forfeit remuneration under subsections F.1. and 2. of this section  
19 if the employee belongs to a group that has voted to implement a voluntary employee beneficiary  
20 association plan and the employee fails to execute forms that are necessary to the proper  
21 administration of the plan within twelve months of retirement by reason of length of service, as  
22 defined in subsection F.1. of this subsection.

23 **Section 8.3.(c).** Upon the death of an employee, thirty-five percent (35%) of such employee's  
24 accumulated sick leave credits shall be paid to a designated beneficiary.

25 **Section 8.4. Wellness Incentive:** Employees within the bargaining unit who, having worked  
26 a full calendar year within the bargaining unit who during a calendar year use less than thirty-three  
27 (33) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal  
28 vacation day to be used in the next calendar year. This benefit shall be prorated for Part-time

1 Employees.

2           **Section 8.5.** Termination of an employee’s continuous service shall cancel all sick leave  
3 accrued to the time of such termination. Should the employee resign in good standing or be laid off  
4 and return to County employment within two (2) years, he or she shall have accrued sick leave  
5 restored. No payment shall be made to any employee for unused sick leave accumulated to his or her  
6 credit at the time of termination of employment, regardless of the reason therefore, except as  
7 provided for in Section 8.3. of this Article. The date of termination of employment shall be  
8 considered as the date certified by the department head or designee as the last day worked and shall  
9 not include the equivalent time involved in any overtime or vacation payoff made at the time of  
10 termination.

1 **ARTICLE 9: RATES OF PAY**

2 ***Section 9.1. Pay Range Modifications:*** The Employer and the Union agree that the  
3 classification specifications of Dental Assistant shall be compensated at the established pay range  
4 negotiated by and between the parties as listed in Addendum A to this Agreement.

5 ***Section 9.2. Pay Increases***

6 ***Section 9.2.(a).*** Effective January 1, 2008, the salary in effect on December 31, 2007 for each  
7 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W (September  
8 to September) for All U.S. Cities. In no event shall such increase be less than a minimum of two  
9 percent (2%) or greater than a maximum of six percent (6%).

10 ***Section 9.2.(b).*** Effective January 1, 2009, the salary in effect on December 31, 2008, for  
11 each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W  
12 (September to September) for All U.S. Cities. In no event shall such increase be less than a  
13 minimum of two percent (2%) or greater than a maximum of six percent (6%).

14 ***Section 9.2.(c).*** Effective January 1, 2010, the salary in effect on December 31, 2009, for  
15 each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W  
16 (September to September) for All U.S. Cities. In no event shall such increase be less than a  
17 minimum of two percent (2%) or greater than a maximum of six percent (6%).

18 ***Section 9.3. Step Increases:*** Non probationary employees shall move through the steps in  
19 their pay range based on longevity. Eligible employees not at Step 10 will advance one step each  
20 calendar year, effective on January 1. Probationary Employees hired at Step 1 of their pay range  
21 shall receive one (1) step increase after six (6) months of satisfactory service and one (1) step  
22 increase each year of satisfactory service thereafter, effective on January 1. Probationary Employees  
23 hired above Step 1 of their pay range shall receive a one (1) step increase on the next January 1 after  
24 completion of at least six months of satisfactory service, or after successful completion of probation,  
25 whichever comes first.

26 ***Section 9.4. Special Duty:*** Employees may be assigned to perform work in a higher level  
27 classification pursuant to King County Code 3.15.

28 ***Section 9.5. Papoosing Services:*** Dental Assistants who are required to provide papoosing

1 services will be provided training of such techniques paid for by the DOPH (Dental Program).

2           ***Section 9.6. Bilingual Premium Pay:*** Employees may be assigned in writing to provide  
3 bilingual, interpreter and/or translation services to the department and compensated a premium of  
4 \$50 dollars per month. This assignment will be renewed annually and may be terminated at any time.  
5 It is understood by the parties that the work performed by the bi-lingual speaker provided for under  
6 this Section shall not supplant the work of the Medical Interpreter/Translator. Such employees will  
7 be required to demonstrate their bilingual ability, but are not required to be certified by the State of  
8 Washington as a translator/interpreter.

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1 **ARTICLE 10: LEAVES OF ABSENCE**

2 ***Section 10.1. General Provisions:*** The continuous service and seniority status of an  
3 employee shall not be interrupted while on unpaid leave due to industrial injury, military service or  
4 leave covered by the Employer’s Family-Medical Leave Ordinance.

5 ***Section 10.2. Medical Leave and Family Care:*** Employees covered by this Agreement may  
6 take medical leave pursuant to applicable Federal, State and County statutes.

7 ***Section 10.3. Bereavement Leave:*** Employees shall be granted up to three (3) working days  
8 leave with pay per occurrence, up to three (3) occurrences per calendar year, for the death of parents,  
9 children, children of spouse, siblings, spouse, domestic partner, and grandparents of the employee  
10 and parents and siblings of the employee’s spouse.

11 Regular Full-time Employees who have exhausted their bereavement leave shall be entitled to  
12 use sick leave in the amount of three (3) days for each instance when death occurs to a member of the  
13 employee’s immediate family.

14 ***Section 10.4. Court Leave:*** All regular employees ordered on a jury or to appear before a  
15 court of law in a matter related to their employment in the Health Department shall be entitled to  
16 their regular pay; provided however, fees for such jury duty are deposited, exclusive of mileage, with  
17 the King County Finance & Business Operations Division of the Department of Executive Services.  
18 Employees shall report back to their work supervisor when dismissed from jury service. The  
19 employee’s supervisor will advise employees of the method of charging for the absence prior to the  
20 appearance date.

21 ***Section 10.5. Military Duty:***

22 ***Section 10.5.(a).*** The appointing authority, with the approval of the Human Resources  
23 Division Director, Department of Executive Services, shall grant, for a period not exceeding fifteen  
24 (15) days during each calendar year, leaves of absence with pay to employees, except temporary  
25 employees and administrative interns, for the purpose of taking part in active military training duty as  
26 provided by state law, RCW 38.40.060; provided, that a request for such leave shall be submitted in  
27 writing by the employee and accompanied by a validated copy of military orders ordering such active  
28 duty training. The appointing authority and the Human Resources Division Director, Department of

1 Executive Services shall abide by applicable federal law in granting any military leave of absence for  
2 a period in excess of fifteen (15) consecutive calendar days.

3 **Section 10.5.(b).** For the purposes of this Section, “fifteen (15) days” refers to the  
4 employee’s working days and does not require an employee to take military leave for days that the  
5 employee is not scheduled to work, even though the employee may be required to be engaged in  
6 active training.

7 **Section 10.6. Leave Without Pay:** Except where a leave of absence is taken in conjunction  
8 with a worker’s compensation claim, leaves of absence without pay are administered as follows:

9 1. Leaves of absence without pay for periods of thirty (30) calendar days or less may  
10 be authorized in writing by the appointing authority.

11 2. Leaves of absence without pay shall be for periods not to exceed one year except  
12 that the Human Resources Division Director, Department of Executive Services may, in special  
13 circumstances, grant an extension beyond one year.

14 3. Other employee benefits shall not accrue to the employee while on leave of  
15 absence without pay except as otherwise provided by ordinance.

16 4. If a leave of absence without pay was granted for purposes of recovering health,  
17 the employee may be required to submit a physician’s statement concerning the employee’s ability to  
18 resume duties prior to return to work.

19 5. An employee on leave of absence without pay may return from the leave before its  
20 expiration date if the employee provides the division manager with a written request to that effect  
21 fifteen (15) days prior to resuming duties.

22 6. A leave of absence may be revoked upon evidence submitted to the department  
23 director indicating that the leave of absence was requested and granted under false pretenses, or that  
24 the need for the leave of absence has ceased to exist.

25 7. When a leave of absence without pay is used in conjunction with paid leave time,  
26 the total paid leave time must always be used at the beginning of the period of absence and may not  
27 be interspersed in the period of the leave of absence without pay.

28 **Section 10.7. Industrial Accident Leave:**

1           **Section 10.7.(a).** Employees shall continue to accrue service credit and seniority for the  
2 purpose of wage and benefit increases that occur during a leave of absence resulting from an injury as  
3 a result of employment with the Employer covered by workers compensation insurance.

4           **Section 10.7.(b).** Sick leave may be used to supplement the amount of compensation received  
5 by an employee for workers compensation insurance, up to the amount of the employee's net regular  
6 pay. Under no circumstance may the combined amount of workers compensation insurance and sick  
7 leave benefits exceed the employee's net regular pay received prior to the industrial accident.

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1 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURE**

2 The Union and the Employer recognize the importance and desirability of settling grievances  
3 promptly and fairly in the interest of continued good employee relations and morale and to this end  
4 the following procedure is outlined. To accomplish this, every effort will be made to settle  
5 grievances at the lowest possible level of supervision. Employees will be unimpeded and free from  
6 restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

7 The employees and immediate supervisors are encouraged to make every attempt to resolve  
8 the issue of concern in a timely manner prior to filing a formal grievance.

9 Time limits in this Article may be extended by mutual agreement of the parties. The steps  
10 provided herein may be waived by mutual agreement between the Employer and the Union.

11 ***Section 11.1. Definition:*** A grievance shall be defined as an alleged violation of any of the  
12 express terms of this Agreement. No modifications in the basic violation being alleged pursuant to  
13 this grievance procedure shall be made subsequent to the filing of a grievance unless mutually agreed  
14 to by both the Employer and the grievant and/or the grievant’s representative. If a grievance is  
15 brought by the Employer, the grievance may be filed at Step 3. Discharge during an employee’s  
16 probationary period is not subject to the grievance procedure, as such employees serve at-will.

17 **Step 1. Immediate Supervisor:**

18 The employee and Shop Steward, if requested by the employee, shall present the grievance in  
19 writing, within (10) working days of the occurrence of such grievance, to the employee’s immediate  
20 supervisor. The written grievance should:

- 21 1. Fully describe the grievance and how the employee(s) was/were adversely affected;
- 22 2. Set forth the section(s) of the contract allegedly violated;
- 23 3. Indicate the date(s) of the incident(s) grieved;
- 24 4. Specify the remedy or solution to the grievance sought by the employee(s);
- 25 5. Identify the grievant and be signed by the grievant(s); and
- 26 6. Identify the person, if any, chosen by the grievant to be his/her representative.

27 The immediate supervisor shall gain all relevant facts and shall attempt to resolve the matter  
28 and notify the employee of his/her response in writing within ten (10) working days of receipt of the

1 grievance.

2 If the employee and/or Union representative has not received a response at Step 1 within the  
3 time frames listed above, the grievance may be elevated to Step 2. If the grievance is not pursued to  
4 the next step within ten (10) working days following receipt of the written Step 1 response from the  
5 immediate supervisor, or within the time frames listed above if no response is received, it shall be  
6 presumed resolved. Grievances involving a suspension or discharge from employment shall be filed  
7 at Step 2 within ten (10) workdays of being notified in writing of such disciplinary action.

8 **Step 2. Division Director:**

9 If the decision of the immediate supervisor has not resolved the grievance satisfactorily or is  
10 filed initially at Step 2, the employee and his/her representative shall reduce the grievance to writing,  
11 outlining the facts as they are understood. The written grievance shall then be presented to the  
12 division director for investigation, discussion, and written reply. The division director, after  
13 consulting with the department head shall make his/her written decision available to the aggrieved  
14 employee within seven (7) working days. If the grievance is not pursued to the next higher level  
15 within ten (10) working days it shall be presumed resolved.

16 **Step 3. Labor Relations:**

17 If after thorough evaluation, the decision of the division director has not resolved the  
18 grievance to the satisfaction of the employee, the grievance shall be presented to a designated  
19 representative of the King County Human Resources Division Director, Department of Executive  
20 Services within ten (10) workdays of the division director's response. All letters, memoranda, and  
21 other written materials previously submitted shall be given to the Human Resources Division  
22 Director, Department of Executive Services representative for evaluation, and the grievance shall  
23 also include the specific reason(s) the answer previously provided is not satisfactory. The Human  
24 Resources Division Director, Department of Executive Services representative and the Union  
25 representative shall meet within ten (10) workdays for the purpose of resolving the grievance. The  
26 Human Resources Division Director, Department of Executive Services representative shall provide  
27 the Union with a written response to the grievance within ten (10) workdays of the Step 3 meeting. If  
28 the grievance is not pursued to the next higher level within ten (10) working days, it shall be

1 presumed resolved.

2 **Step 4. Grievance Mediation:**

3 If the grievance is not resolved at Step 3 of the procedure upon mutual agreement, the  
4 Employer and the Union may submit the grievance to the Public Employment Relations Commission  
5 or another mutually agreed upon mediator for mediation within five (5) workdays of the Employer's  
6 last response. If mediation fails to resolve the issue(s), then the matter may be referred to arbitration.

7 Proceedings before the mediator shall be informal and the rules of evidence shall not apply.  
8 No record of the meeting of any kind shall be made. The mediator shall have no authority to resolve  
9 the grievance except by agreement of the Union and the Employer. In the event the grievance is not  
10 resolved, the mediator may provide the parties an oral advisory opinion in a separate or joint session.

11 If either party does not accept an advisory opinion, the matter may then proceed to arbitration;  
12 the arbitration hearings shall be held as if the grievance mediation effort had not taken place.

13 Nothing said or done by the parties or the mediator during the grievance mediation session can be  
14 used against them during the arbitration proceedings.

15 **Step 5. Arbitration:**

16 If the grievance is not resolved through mediation, the Union or the Employer may request  
17 that the grievance, as defined below, be submitted to arbitration as provided hereinafter.

18 Only those unresolved grievances filed and processed in accordance with the grievance  
19 procedure as outlined above which directly concern or involve an alleged violation of an express term  
20 of this agreement, may be submitted to arbitration.

21 Notwithstanding any other provision of this Agreement, the following matters are expressly  
22 excluded from arbitration:

23 **1.) Oral or Written Reprimands:**

24 The Union or Employer may submit the issue(s) to arbitration within twenty (20) workdays  
25 following conclusion of the last step. Failure to request arbitration within the above time limits shall  
26 constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance to  
27 arbitration. The notice requesting arbitration shall set forth the specific issue or issues still  
28 unresolved.

1           The parties shall select a mutually acceptable arbitrator. In the event that the parties are  
2 unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7)  
3 arbitrators furnished by PERC or the Federal Mediation and Conciliation Service. The arbitrator will  
4 be selected from the list by both the Employer representative and the Union, each alternately striking  
5 a name from the list until only one name remains, with the grieving party striking first.

6           The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator  
7 shall be final, conclusive and binding upon the Employer, the Department, the Union, and the  
8 employee involved. The arbitrator shall have no power to render a decision that will add to, subtract  
9 from, alter, change, or modify the provisions of this Agreement. The arbitrator's fee and expenses  
10 shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on  
11 that party's behalf. Each party shall bear the cost of its own legal representation, regardless of the  
12 arbitrator's decision. The arbitrator's decision shall be made in writing and shall be issued to the  
13 parties within thirty (30) calendar days after the case is submitted to the arbitrator unless the parties  
14 and the arbitrator agree on a different time.

15           **Section 11.2.** A designated shop steward and grievant(s) shall be granted reasonable release  
16 time by their immediate supervisors for the purposes of attending the grievance meetings outlined  
17 above.

18           If the supervisor is unable to grant release time at the time requested, she/he will provide an  
19 alternative time when such release time can be granted.

20           **Section 11.3. Unfair Labor Practice(s) Resolution:** The parties agree that thirty (30) days  
21 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in  
22 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing  
23 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as  
24 relief for the alleged Unfair Labor Practice.

1 **ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE BENEFITS**

2 **Section 12.1.** There shall be established a Labor-Management Insurance Committee  
3 comprised of an equal number of representatives from the Employer and the Labor Union Coalition  
4 whose function shall be to review, study, and make recommendations relative to existing medical,  
5 dental, and life insurance programs.

6 **Section 12.2.** The Union and the Employer agree to incorporate changes to employee  
7 insurance benefits that the Employer may implement as a result of the agreement of the Joint Labor-  
8 Management Insurance Committee.

9 **Section 12.3.** Bargaining unit members in the Alder Square Community Based Program will  
10 be entitled to immediately access their health benefits upon their sabbatical return on September 1st  
11 of each year.

1 **ARTICLE 13: HEALTH AND SAFETY**

2           *Section 13.1.* The Employer agrees to comply with all applicable federal, state and local laws  
3 and regulations regarding health and safety.

4           *Section 13.2.* The County will continue to monitor the safe use of nitrous for clients and  
5 employees.

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1 **ARTICLE 14: REDUCTION IN FORCE AND CHANGE IN FTE**

2 **Section 14.1. Order of Layoff:** In the event of a reduction in force due to lack of work  
3 and/or lack of funds or considerations of efficiency, layoffs shall be by Seniority. Seniority shall be  
4 defined as an employee's adjusted service date within a classification. The position(s) to be  
5 eliminated shall be at the sole discretion of the Employer. If the Employer determines that an  
6 employee possesses a unique skill or abilities which are essential to the operation of the division, the  
7 Employer may retain such an employee and need not lay them off under the seniority-based layoff  
8 procedure of this Article 14. The least senior employee(s) in the affected job classification shall be  
9 laid off first; however, in the event of two (2) employees having the same seniority in the affected job  
10 classification, ability and skill, shall be the determining factor on retention. In lieu of laying off an  
11 employee, the Human Resources Division Director, Department of Executive Services may reassign  
12 such employee(s) to a comparable, vacant position, if the Human Resources Division Director,  
13 Department of Executive Services determines such reassignment to be in the best interest of the  
14 Employer.

15 **Section 14.2. Bumping:** In any layoff, more senior employees, if qualified, as determined by  
16 the Health Department, shall be entitled to bump less senior employees, the intent being that the least  
17 senior employees be laid off first. Employees in the bargaining unit who are laid off may bump into  
18 other positions in the bargaining unit if they meet all of the following criteria:

- 19 1. The employee to be bumped has less Seniority in the lower classification than the  
20 employee who elects to bump; and
- 21 2. The employee to be bumped is at a lower pay range than the employee who elects  
22 to bump; and
- 23 3. The employee electing to bump has previously completed probation in a lower  
24 level bargaining unit classification and performed the duties of the person (including work unit and  
25 function) he/she is electing to bump.

26 **Section 14.3. Placement:** The Employer will attempt to place all employees scheduled for  
27 layoff into vacant positions for which they qualify. Such qualifications shall be determined by the  
28 Human Resources Division Director, Department of Executive Services.

1           **Section 14.4. Recall:** All employees who are laid off shall be placed on a recall list with the  
2 employee with the most Seniority being recalled first. A laid-off employee may be removed from the  
3 department recall list for any of the following reasons:

- 4           1. The expiration of two (2) years from the date of layoff.
- 5           2. Re-employment within the County in a comparable position or job class.
- 6           3. Failure to accept employment in a comparable position or job class or to report to  
7 work.
- 8           4. Failure to appear for a job interview after notification by telephone or by mail  
9 addressed to the employee's last address on file with King County.
- 10          5. Failure to respond within seven (7) days to a communication regarding availability  
11 of employment.
- 12          6. Request in writing by the laid-off employee to be removed from the list.

13           **Section 14.5. Change in FTE:** The employer may increase FTE(s) within the bargaining  
14 unit pursuant to the following procedures:

- 15          1. The employer will notify the union and the site of the need to increase a position's  
16 FTE. The notice will occur as soon as possible but not less than one month prior to the increase  
17 taking effect; provided this provision shall not require the employer to disclose elements of a  
18 proposed department budget prior to the transmittal of that proposed budget to the King County  
19 Council.
- 20          2. The employer will solicit volunteers from the site where the increase is needed. If  
21 more than one employee volunteers, management shall select from among those volunteers based  
22 upon the business needs of the department and/or site. Employees who volunteered but were not  
23 selected for the increase may request a written explanation for the basis for the selection made. The  
24 exercise of discretion under this provision shall not be subject to the grievance process in this  
25 agreement.
- 26          3. If there are no volunteers for the increase, the least senior employee in the  
27 designated classification at the site where the increase is to occur will be selected for the increase.  
28 Should there be a tie in seniority date among more than one employee at that site, then the employee

1 with the highest King County employee identification number will be selected for the increase.

2           **4.** The employee selected for the increase shall be afforded the following options  
3 should the increase in FTE create a hardship for him/her:

4                   **a.** The employee may accept the increase on an on-going basis and not  
5 participate in the layoff/recall program; or

6                   **b.** Accept the increase in the FTE and participate in the layoff program for  
7 referral to comparable positions that become available within two years following the change in FTE;  
8 or

9                   **c.** Choose to be laid off on the effective date of the increase and participate in  
10 the layoff/recall program for referral to comparable positions that become available within two years  
11 from the date of layoff; or

12                   **d.** Voluntarily retire or resign and do not participate in the layoff/recall  
13 program.

1 **ARTICLE 15: EDUCATION AND TRAINING**

2           The Health Department and the Union agree continuous upgrading of employee’s skills and  
3 knowledge is beneficial to providing quality health care services to the public. The Employer  
4 recognizes the mutual benefit to be attained by affording training opportunities both internally and  
5 externally. Therefore employees covered by this Agreement are encouraged to take advantage of  
6 opportunities available for continuing education. To that end, the Health Department will continue to  
7 have this as a goal, making every effort to allow employees reasonable time, subject to Health  
8 Department staffing needs, to attend training sessions and seminars in their field. Employees covered  
9 by this Agreement will be allowed up to a minimum of three (3) days of paid time per calendar year  
10 for the purpose of attending job related training requested by the employee and approved by the  
11 Health Department. Each bargaining unit member employed at the time this agreement is ratified by  
12 the County is eligible to receive an education stipend of a minimum of \$100 for County approved  
13 training to be used during the duration of this Agreement.

1 **ARTICLE 16: MISCELLANEOUS**

2 ***Section 16.1. Transfers:*** Dental Hygienists and Dental Assistants shall be considered for  
3 transfer. Employees will be notified in writing when a transfer is approved or denied.

4 ***Section 16.2. Dental Hygienist License and Dental Assistant Registration Fees:*** The  
5 Employer shall pay for the Dental Hygienist annual state license fee. Employer will pay all, or a  
6 portion of, the Dental Assistant annual state registration fee not to exceed the fee for the annual  
7 renewal of the Dental Hygienist license. All Dental Hygienists and Dental Assistants must meet  
8 Washington State licensing and registration requirements as a condition of hire and continued  
9 employment. Dental Hygienists and Dental Assistants failing to maintain necessary licenses or  
10 certifications will be terminated from employment. The county will arrange and provide HIV/AIDs  
11 training that meets the state's requirement for Dental Assistant Registration for all Dental Assistants  
12 employed with the county prior to May 1, 2008.

13 ***Section 16.3. Automobile Usage:*** An employee covered by this Agreement, who is required  
14 by the Employer to provide a personal automobile for use in Employer business on a periodic basis,  
15 shall for any day in which his/her automobile is so used be reimbursed at the rate set forth in the  
16 applicable Ordinance.

17 ***Section 16.4. Employee Assistance Program:*** An Employee who appears to have a  
18 substance abuse, behavioral, or other problem which is affecting job performance or interfering with  
19 the ability to do their job, shall be encouraged to seek information, counseling, or assistance through  
20 the County Employee Assistance Program.

21 ***Section 16.5.*** Regular full-time and regular part-time employees covered by this Agreement  
22 are entitled to the benefits provided under the King County Transportation Program, including transit  
23 passes.

24 ***Section 16.6. Bi-weekly Payroll System:*** The Employer may adopt a bi-weekly payroll  
25 system as approved by the King County Council.

26 ***Section 16.7. Labor-Management Committee:*** The parties agree to form a Labor-  
27 Management Committee that may meet quarterly, if desired.

28 ***Section 16.8.*** Any bargaining unit members may volunteer to participate in King County

1 sponsored committees. If selected they shall be entitled to serve on work time.

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1 **ARTICLE 17: MANAGEMENT RIGHTS**

2           The Employer will continue to have, whether exercised or not, all the right, powers and  
3 authority heretofore existing including, but not limited to, the following: the right to determine the  
4 standards of services to be offered by the department; determine the standards of selection of  
5 employment; direct its employees; take disciplinary action; determine the methods, tools, and  
6 standards of evaluating employee performance, relieve its employees from duty because of lack of  
7 work or for other reasons; issue and endorse rules and regulations; maintain and improve the  
8 efficiency of governmental operations; determine the methods, means, and personnel by which the  
9 Employer operations are to be conducted; determine job classifications of Employer employees;  
10 exercise complete control and discretion over its work and fulfill all of its legal responsibilities, and  
11 to determine the work schedules of its employees. All the rights, responsibilities and prerogatives  
12 that are inherent in the Employer by virtue of all federal, state, and local laws and regulations  
13 provisions shall not be subject to any grievance or arbitration proceeding.

14           The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the  
15 County Executive or the County Council, the adoption of policies, rules, regulations and practices in  
16 furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited  
17 only by the specific and express terms of this Agreement and then only to the extent such specific  
18 and express terms hereof are in conformance with the Constitution and Laws of the United States and  
19 the Constitution and Laws of the State of Washington.

20           The exercise by the Employer through its County Council and Executive and management  
21 representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the  
22 grievance procedure set forth herein.

1 **ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION**

2           **Section 18.1.** The Employer and the Union agree that the public interest requires efficient  
3 and uninterrupted performance of all Employer services and to this end pledge their best efforts to  
4 avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or  
5 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily  
6 assigned duties, sick leave absence which is not bona fide, or other interference with Employer  
7 functions by employees under this Agreement and should same occur, the Union agrees to take  
8 appropriate steps to end such interference. Any concerted action by any employees in the bargaining  
9 unit shall be deemed a work stoppage if any of the above activities have occurred.

10           **Section 18.2.** Upon notification in writing by the Employer to the Union that any of its  
11 members are engaged in a work stoppage, the Union shall immediately, in writing, order such  
12 members to immediately cease engaging in such work stoppage and provide the Employer with a  
13 copy of such order. In addition, if requested by the Employer, a responsible official of the Union  
14 shall publicly order such Union members to cease engaging in such work stoppage.

15           **Section 18.3.** The Union shall not question the unqualified right of the Employer to discipline  
16 or discharge employees engaging in or encouraging such action. It is understood that such action on  
17 the part of the Employer shall be final and binding.

1 **ARTICLE 19: SEPARABILITY**

2           In the event that any provision of this Agreement shall be determined to be illegal or in  
3 violation of any federal, state or local law or regulation, whether by judicial or administrative  
4 determination, the remainder of this Agreement shall remain in full force and effect. The parties shall  
5 within thirty (30) days of such determination enter into negotiations for the purpose of achieving  
6 replacement language.

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1 **ARTICLE 20: DURATION**

2 This Agreement and each of its provisions shall be effective when ratified by King County  
3 Council, and covers the period from August 1, 2007 through July 31, 2010.

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5 **APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2008

6  
7  
8  
9 By: \_\_\_\_\_

10 King County Executive

11  
12  
13 SIGNATORY ORGANIZATION:

14  
15  
16 \_\_\_\_\_  
17 Office and Professional Employees International Union  
18 Local 8

**Addendum A**

**WAGES**

Effective upon implementation of this Agreement, Ranges will be  
King County 10-step Hourly Squared Schedule

| <b>Classification Number</b> | <b>Peoplesoft Number</b> | <b>MSA Number</b> | <b>Classification Title</b> | <b>Range</b> |
|------------------------------|--------------------------|-------------------|-----------------------------|--------------|
| 3331100                      | 334101                   | 8350              | Dental Assistant            | Range 37     |
| 3332100                      | 334201                   | 8351              | Dental Hygienist            | Range 62     |

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